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UNITED STATES DISTRICT COURT EASTERN DISTRICT OF WASHINGTON

Plaintiff,

v.

COMMISSION,

EQUAL EMPLOYMENT OPPORTUNITY

GLOBAL HORIZONS, INC., d/b/a Global Horizons Manpower, Inc.; GREEN ACRE FARMS, INC.; VALLEY FRUIT ORCHARDS, LLC; and DOES 1-10 inclusive,

Defendants.

No.: CV-11-3045-EFS

ORDER GRANTING EEOC'S MOTION FOR DEFAULT JUDGMENT (COMPENSATORY AND PUNITIVE DAMAGES) AGAINST GLOBAL HORIZONS INC. D/B/A/ GLOBAL HORIZONS MANPOWER, INC.

The Court previously entered an Order of Default against Global for failure to enter a defense to the claims in the First Amended Complaint (FAC). ECF No. 613. Later, it entered an Order Granting Default Judgment in Part against Global but held it in abeyance pending review of additional filings in support of the claimed compensatory and punitive damages. ECF No. 667. EEOC filed its Supplemental Table in Support of Plaintiff EEOC's Request for Damages For Default Judgment Against Global, ECF No. 678, as well as a declaration in support of its claims for damages on behalf of the claimants with forty-five attachments, ECF No. 678-1-45, and its supplemental brief, ECF No. 678-46. In preparing its earlier orders, the Court reviewed the earlier declarations filed in support of EEOC's request of default judgment

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against Global and for damages and requested the supplementation now filed by EEOC.

Because of the entry of default judgment against Global, Global is liable to EEOC on the asserted causes of action in the FAC with only the issue of damages remaining. "The general rule of law is that upon default the factual allegations of the complaint, except those relating to the amount of damages, will be taken as true." Geddes v. United Fin. Grp., 559 F.2d 557, 560 (9th Cir. 1977); see also Fed. R. Civ. P. 8(b)(6) ("An allegation—other than one relating to the amount of damages—is admitted if a responsive pleading is required and the allegation is not denied."). This general rule is also based on Federal Rule of Civil Procedure 55(b), which governs the entry of default judgment and permits a court to hold a hearing if necessary to determine the amount of damages. Geddes, 559 F.2d at 560.

Accordingly, the factual allegations in the FAC establish the liability of Global on the causes of action asserted. On the issue of damages, the Court has reviewed the declarations and supplemental declarations of the claimants filed in support of EEOC's request for damages. EEOC requests an award of compensatory and punitive damages to each claimant in the amount of \$300,000.00, as permitted by statute. In determining damages, the Court understands that burden of proving damages after a default has been entered "is relatively lenient." Philip Morris USA, Inc. v. Castleworld Prods., Inc., 219 F.R.D. 494, 498 (C.D. Cal. 2003) (citing Greyhound Exhibitgroup, Inc. v. E.L.U.L. Realty Corp., 973 F.2d 155, 159 (2d Cir. 1992)).

Under 42 U.S.C. § 1981a(b)(3), an award of compensatory damages is permitted for "emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life and other non-pecuniary losses," as caused by the conduct of Global. A preponderance of evidence must support a finding that compensatory damages were caused by the conduct of Global.

In considering an award of punitive damages, the Court generally considers the criteria recognized by the Supreme Court in BMW of North America, Inc. v. Gore, 517 U.S. 559 (1996), as clarified in State Farm Mutual Automobile Insurance Co. v. Campbell, 538 U.S. 408, 418 (2003): "The most important indicium of the reasonableness of a punitive damages award is the degree of reprehensibility of the defendant's conduct." Gore, 517 U.S. at 575. The factors to be considered in determining reprehensibility are whether: "the harm caused was physical as opposed to economic; the tortious conduct evinced an indifference to or reckless disregard of the health or safety of others; the target of the conduct had financial vulnerability; the conduct involved repeated actions or was an isolated incident; and the harm was the result of intentional malice, trickery, or deceit, of mere accident." Id. at 576-577. Punitive damages "are aimed at deterrence and retribution." Campbell, 538 U.S. at 416.

However, those cases dealt with the application of the Due Process Clause of the Fourteenth Amendment to state common law punitive damage awards rather than as here an action under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991, acts designed to protect against unlawful employment practices on the basis of

national origin, race, and retaliation and to provide remedies. See generally Arizona v. Asarco, LLC, 773 F.3d 1050 (9th Cir. 2014) (en banc) (involving a due process challenge to a federal court jury verdict of nominal damages and punitive damages under Title VII, which was then reduced by the district court judge to the statutory maximum of \$300,000).

The en banc Ninth Circuit Asarco court explained that due process concerns and criteria expressed in both Gore and Campbell are met by § 1981a because, "[T]he statute clearly sets forth the type of conduct, and mind-set, a defendant must have to be found liable for punitive damages. 42 U.S.C. § 1981a(b)(1) ("A complaining party may recover punitive damages under this section against a respondent . . . if the complaining party demonstrates that the respondent engaged in a discriminatory practice or discriminatory practices with malice or with reckless indifference to the federally protected rights of an aggrieved individual."). And § 1981a(b)(3) sets statutory caps on the award of compensatory and punitive damages using a formula based on the number of employees. 773 F.3d at 1056-57.

Guided by these principles, the Court now makes its Findings of Fact:

1. Global intentionally recruited impoverished Thai workers for its labor contracts in the United States believing that they would be more manageable, less likely to complain about seizure of their passports, less work than promised, or delay in wages because they were desperate for the wages to pay off exorbitant

- recruitment fees mortgaged by their property and often, the property of their Thai relatives.
- Global falsely promised Thai workers high wages and three years of steady employment.
- 3. Global engaged in deception and deceit to obtain H-2A guest worker visas for its contracts in the United States.
- 4. Prawnee Tubchumpol aka Som ("Prawnee") was Global's Director of International Relations acting as the liaison among Global, the Thai workers, and the Thai recruiting agents.
- 5. Upon arrival in the United States as part of the Global contract to provide workers in Washington, Thai workers were required to give their passports to the Global supervisors.
- 6. Global hired security guards to enforce its rules and monitor the activities of the Thai workers in Washington during 2004 and 2005.
- 7. Global employed Sam Wongsesanit ("Sam") and Sam Prinya as onsite field supervisors for the Washington labor contract.
- 8. Global employed Charlie Blevins ("Charlie") as its Operations
 Manager at various farms in Washington.
- 9. Global supervisors Prawnee, Joseph, Monti, Chaiyot, and Charlie, among others, regularly and consistently harassed and intimidated the claimants with confiscation of passports, imposition of curfews, prohibition of contact with outsiders, threats of deportation to Thailand if they complained, violated Global rules against communication with outsiders, violated curfew, or tried to escape, and subjected the claimants to head

count to confirm that no claimant had left. Threats included arrest and return to Thailand before completion of the contract with devastating financial results because of the high recruitment debt often secured by farms and property of the claimants and their families.

- 10. On one occasion, Global supervisor Charlie yelled at them and displayed a gun during a meeting with Thai workers after a visit by an attorney causing fear among the Thai workers. On another occasion, Mr. Thanakhum recalled that one of the Global supervisors made a motion as if he was shooting the Thai workers in the head.
- 11. Claimants were constantly pressured to work harder and faster always with the threat of return to Thailand without completion of the contract with all of the financial hardship that would cause them and their families.
- 12. Claimants were told not to talk to inspectors or attorneys and never to complain to either about working or living conditions with the same threat of return to Thailand.
- 13. Those same Global supervisors used insulting terms such as lizard and buffalo, both derogatory to Thais, and in particular, insulted those Thai workers from Issa, an agricultural area of northeastern Thailand as if they were lesser people.
- 14. One claimant, Mr. Nuansri, recalled that Chaiyot hit him with a cane while berating him to work faster. When he grabbed the cane causing Chaiyot to fall, he was retaliated against by reassignment to more difficult work alone.

- 15. The Thai workers were given more difficult work and paid less than Latino workers at the same work locations.
- 16. The claimants heard stories of fellow Thai workers who were sent back to Thailand for consorting with a local Laotian. They also saw that fellow workers who complained were then not given work for a week. Such stories reinforced the threats of Global supervisors to not communicate with outsiders.
- 17. The claimants were subjected to unsafe and overcrowded transportation when it was made available. Frequently, they were denied transportation to stores to buy food and to health care facilities for medical attention to injuries and illnesses.
- 18. Global rented living facilities away from the orchards. These facilities were substandard because they were too small for the number of claimants assigned to them resulting in overcrowding; these living quarters lacked adequate bathrooms and cooking appliances, were unsanitary, and were bug infested, making them virtually uninhabitable.
- 19. Frequently Global delayed payment of earned wages to the claimants causing financial hardship to them and their families.
- 20. Global's pattern and practice of hostile work environment, harassment, and discrimination as described above caused each of the claimants several or more of these reactions: financial distress, fear, anxiety, anger, intimidation, humiliation, shame, and a variety of physical issues including headaches, depression, loss of weight, sleeplessness, ulcers, and stomach aches and finally, an unrelenting sense of imprisonment.

Given the uniformity of the reprehensible treatment of the

claimants by Global, each claimant was proximately caused

emotional distress and compensatory damages in the amount of

Five Thousand Dollars (\$5,000.00) per month for each month

worked for Global in Washington on the contract with the Grower

Defendant orchards. In several specific cases, a claimant

suffered greater compensatory damage for ulcers or other

specific damage in a slightly greater amount-\$5,500.00 per

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month. The Court has compiled a chart of the compensatory damage awards it found Global's conduct caused each claimant. 22. Sayan Chuaytua, Bunwan Chaidabot, Meechok Chanphut, Phongsak 11 Kununtha, Manit Lepol, Suwit Mikaeob, Chuangchot Muad Otton, 12 13 Phichet Phanthasri, Suthat Promnonsri, Narong Srinongkhot, 14 Bunthang Surivong, Radchawee Suwansing, Mongkhonsak Thanakhun, 15 and Phanuphong Wongworn all were detained by police for almost entire day. This is exactly what Global supervisors 16 17 constantly threatened them with. As a result, in addition to 18 the emotional distress Global's other actions described above caused them, they also suffered understandable fear and anxiety 19 as a result due to the possibility they would be sent home to 20 Thailand causing financial hardship for them and their families 21 and shame. This caused each of them an additional compensatory 22 damage in the amount Two Thousand Five Hundred dollars 23 24 (\$2,500.00). This additional damage award to each of these

claimants is included in the chart of compensatory damage

awards.

- 23. Section 1981a(b)(1) provides in pertinent part, "A complaining party may recover punitive damages under this section against a respondent . . . if the complaining party demonstrates that the respondent engaged in a discriminatory practice or discriminatory practices with malice or with reckless indifference to the federally protected rights of an aggrieved individual." 42 U.S.C. § 1981a(b)(1).
- 24. This punitive damages provision has been in existence since 1991. "Since that time, employers have been on notice regarding the type of conduct that could subject them to liability, the level of mental culpability or intentionality required and the dollar amount to which they could be subjected, if they violated the law." Arizona v. Asarco, LLC, 773 F.3d 1050, 1057 (9th Cir. 2014).
- 25. Global's conduct as found above was clearly and convincingly both malicious and with reckless indifference to the federally protected rights of each of the claimants herein. Additionally, using the standards articulated in both Gore and State Farm, the Court finds that Global's conduct was with reckless indifference to or with disregard of the health and safety of the claimants who were targeted by Global because of their ethnicity and financial vulnerability on a repeated basis over months. Therefore, the claimants are entitled to an award of punitive damages as allowed by 42 U.S.C. § 1981a(b)(1)&(3).
- 26. "The purposes of punitive damages are to punish a defendant and to deter similar acts in the future. Punitive damages may not

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be awarded to compensate a plaintiff. . . . You may award punitive damages only if you find that the defendant's conduct that harmed the plaintiff was malicious, oppressive or in reckless disregard of the plaintiff's rights. Conduct is malicious if it is accompanied by ill will, or spite, or if it is for the purpose of injuring the plaintiff. Conduct is in reckless disregard of the plaintiff's rights if, under the it reflects complete indifference circumstances, plaintiff's safety or rights, or if the defendant acts in the face of a perceived risk that its actions will violate the plaintiff's rights under federal law. An act or omission is oppressive if the defendant injures or damages or otherwise violates the rights of the plaintiff with unnecessary harshness or severity, such as by the misuse or abuse of authority or power or by the taking advantage of some weakness or disability or misfortune of the plaintiff." Ninth Circuit Manual of Model Civ. Jury Instr. No. 5.5 (2016).

27. The Court finds that Global's treatment of each claimant as found immediately hereinabove justifies an award of punitive damages in the amount of Fifteen Thousand Dollars (\$15,000.00) to each claimant for each month worked for Global in Washington on the contract with the Grower Defendant orchards. As to Detnarong Nuansri, who was struck by a cane by Global supervisor, the Court awards punitive damages in the amount of Sixteen Thousand Dollars (\$16,000.00) for each month worked. Additionally, to each claimant arrested as identified in Finding

 of Fact 22, the Court awards an additional Seven Thousand Five Hundred Dollars (\$7,500.00) in punitive damages.

28. The total award of damages both compensatory and punitive is:

Seven Million, Six Hundred Fifty-Eight Thousand, Five Hundred

Dollars (7,658,500.00). That amount is detailed below as

follows:

Claimant	Summary	Compensatory	Punitive	Total
		Damages	Damages	Damages
		Amount	Awarded	awarded
		awarded		
Wichai	Worked	\$5,500/month	\$15,000/month	
Charoen	for			
	Global			
	for			
	twenty-			
	eight			
	months of			
	which			
	nine were			
	at the			
	Grower			
	Defendant			
	Orchards.			
	Total:	\$49,500.00	\$135,000.00	\$184,500.00
Natthakan	Worked	\$5,000/month	\$15,000/month	
Chinnawan	for			
	Global			
	for			
	sixteen			
	months of			
	which			
	five were			
	at the			
	Grower			
	Defendant			
	orchards.			
	Total:	\$25,000.00	\$75,000.00	\$100,000.00
Sayan	Worked	\$5,500/month	\$15,000/month	
Chuaytua	for	For physical	\$7,500 for	
	Global	injuries	one day of	
	for	and \$2,500	police	
	sixteen	for one day	detention	

1		months of	of police		
		which	detention		
2		five were			
		at the			
3		Grower			
		Defendant			
4		orchards.			
_		Total:	\$30,000.00	\$82,500.00	\$112,500.00
5					
_	Jare	Worked	\$5,000/month	\$15,000/month	
6	Chuenjaichon	for			
7		Global			
/		for seven			
8		months			
0		all at			
9		the Grower			
-		Defendant			
10		orchards.			
		Total:	\$35,000.00	\$105,000.00	\$140,000.00
11		10041.	4557000.00	71037000100	Ψ110/000 1 00
	Chao Amattat	Worked at	\$5,000/month	\$15,000/month	
12		Global	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, , , , , , , , , , , , , , , , , , , ,	
		for five			
13		months			
		all at			
14		the			
		Grower			
15		Defendant			
1.0		Orchards.			
16		Total:	\$25,000.00	\$75,000.00	\$100,000.00
17					
_ /	Bunwan	Worked	\$5,000/month	\$15,000/month	
18	Chaidabot	for	Plus \$2,500	Plus \$7,500	
		Global	for one-day	for one-day	
19		for about	of police	of police	
		nineteen months of	detention	detention	
20		which			
		seven			
21		were at			
		the			
22		Grower			
		Defendant			
23		Orchards.			
		Total:	\$37,500.00	\$112,500.00	\$150,000.00
24					
ر	Chaiput	Worked	\$5,000/month	\$15,000/month	
25	Chaipayang	for			
26		Global			
۷ ∪		for			
1 1					

1		twenty-			
2		seven months of			
۷		which			
3		seven			
		were at			
4		the			
_		Grower			
5		Defendant Orchards.			
6		Total:	\$35,000.00	\$105,000.00	\$140,000.00
			400/00000	7=00,00000	7==0,00000
7	Chukiat	Worked	\$5,000/month	\$15,000/month	
	Chamnansarn	for			
8		Global			
0		for			
9		thirteen			
10		months of which			
10		seven			
11		were at			
		the			
12		Grower			
		Defendant			
13		Orchards.			
14		Total:	\$35,000.00	\$105,000.00	\$140,000.00
11	Bunchuai	T-T =l =l	¢г 000/mam+h	¢15 000 /m am th	
15	Chanaphai	Worked for	\$5,000/month	\$15,000/month	
	Cilaliapliai	Global			
16		for five			
		months			
17		all at			
18		the			
18		Grower			
19		Defendant			
		Orchards. Total:	\$25,000.00	\$75,000.00	\$100,000.00
20		10041.	723,000.00	7.5,000.00	7200,000.00
	Cheotehai	Worked	\$5,000/month	\$15,000/month	
21	Chumphang	for			
22		Global			
22		for five			
23		months			
-		all at the			
24		Grower			
		Defendant			
25		orchards.			
26		Total:	\$25,000.00	\$75,000.00	\$100,000.00
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1	Duangkaew	Worked	\$5,000/month	\$15,000/month	
	Khongehai	for			
2		Global			
		for five			
3		months			
		all at			
4		the			
_		Grower			
5		Defendant			
		orchards.			
6		Total:	\$25,000.00	\$75,000.00	\$100,000.00
١		TOCAL:	\$25,000.00	\$75,000.00	\$100,000.00
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7	Chit Intip	Worked	\$5,000/month	\$15,000/month	
0		for			
8		Global			
		for			
9		twenty			
		months,			
10		of which			
		six were			
11		at the			
		Grower			
12		Defendant			
		orchards.			
13		Total:	\$30,000.00	\$90,000.00	\$120,000.00
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14	Phiphop	Worked	\$5.000/month	\$15.000/month	
14	Phiphop Khamkaeo	Worked	\$5,000/month	\$15,000/month	
14 15	Phiphop Khamkaeo	for	\$5,000/month	\$15,000/month	
		for Global	\$5,000/month	\$15,000/month	
15		for Global fourteen	\$5,000/month	\$15,000/month	
		for Global fourteen months of	\$5,000/month	\$15,000/month	
15 16		for Global fourteen months of which	\$5,000/month	\$15,000/month	
15		for Global fourteen months of which eight	\$5,000/month	\$15,000/month	
15 16 17		for Global fourteen months of which eight were at	\$5,000/month	\$15,000/month	
15 16		for Global fourteen months of which eight were at the	\$5,000/month	\$15,000/month	
15 16 17 18		for Global fourteen months of which eight were at the Grower	\$5,000/month	\$15,000/month	
15 16 17		for Global fourteen months of which eight were at the Grower Defendant	\$5,000/month	\$15,000/month	
15 16 17 18 19		for Global fourteen months of which eight were at the Grower Defendant orchards.			
15 16 17 18		for Global fourteen months of which eight were at the Grower Defendant	\$5,000/month	\$15,000/month	\$160,000.00
15 16 17 18 19 20	Khamkaeo	for Global fourteen months of which eight were at the Grower Defendant orchards. Total:	\$40,000.00	\$120,000.00	\$160,000.00
15 16 17 18 19	Khamkaeo	for Global fourteen months of which eight were at the Grower Defendant orchards. Total:			\$160,000.00
15 16 17 18 19 20 21	Khamkaeo	for Global fourteen months of which eight were at the Grower Defendant orchards. Total: Worked for	\$40,000.00	\$120,000.00	\$160,000.00
15 16 17 18 19 20	Khamkaeo	for Global fourteen months of which eight were at the Grower Defendant orchards. Total: Worked for Global	\$40,000.00	\$120,000.00	\$160,000.00
15 16 17 18 19 20 21 22	Khamkaeo	for Global fourteen months of which eight were at the Grower Defendant orchards. Total: Worked for Global for	\$40,000.00	\$120,000.00	\$160,000.00
15 16 17 18 19 20 21	Khamkaeo	for Global fourteen months of which eight were at the Grower Defendant orchards. Total: Worked for Global for fourteen	\$40,000.00	\$120,000.00	\$160,000.00
15 16 17 18 19 20 21 22 23	Khamkaeo	for Global fourteen months of which eight were at the Grower Defendant orchards. Total: Worked for Global for	\$40,000.00	\$120,000.00	\$160,000.00
15 16 17 18 19 20 21 22	Khamkaeo	for Global fourteen months of which eight were at the Grower Defendant orchards. Total: Worked for Global for fourteen	\$40,000.00	\$120,000.00	\$160,000.00
15 16 17 18 19 20 21 22 23 24	Khamkaeo	for Global fourteen months of which eight were at the Grower Defendant orchards. Total: Worked for Global for fourteen months of	\$40,000.00	\$120,000.00	\$160,000.00
15 16 17 18 19 20 21 22 23	Khamkaeo	for Global fourteen months of which eight were at the Grower Defendant orchards. Total: Worked for Global for fourteen months of which two	\$40,000.00	\$120,000.00	\$160,000.00
15 16 17 18 19 20 21 22 23 24	Khamkaeo	for Global fourteen months of which eight were at the Grower Defendant orchards. Total: Worked for Global for fourteen months of which two were at	\$40,000.00	\$120,000.00	\$160,000.00

	Defendant			
	orchards.			
	Total:	\$10,000.00	\$30,000.00	\$40,000.00
Marut Kongpia	Worked for Global for five	\$5,000/month	\$15,000/month	
	months all at the Grower Defendant orchards.			
	Total:	\$25,000.00	\$75,000.00	\$100,000.00
Narong Krengchai	Worked for Global for twelve months of which six were at the Grower	\$5,000/month	\$15,000/month	
	Defendant orchards.			
	Total:	\$30,000.00	\$90,000.00	\$120,000.00
		1	, ,	<u> </u>
Phiroom Krinsoognoen	Worked for Global for twenty- two	\$5,000/month	\$15,000/month	
	months of which four were at the Grower Defendant orchards.			
	Total:	\$20,000.00	\$60,000.00	\$80,000.00
Phongsak Kununtha	Worked for Global for	\$5,000/month Plus \$2,500 for one day of police	\$15,000/month Plus \$7,500 for one day of police	
	twenty- seven	detention	detention	

1		months of			
		which			
2		nine			
		months			
3		were at			
		the			
4		Grower			
_		Defendant			
5		orchards.			
5		Total:	\$47,500.00	\$142,500.00	\$190,000.00
6		TOTAL:	\$47,500.00	\$142,500.00	\$190,000.00
0	m 11 1	1 1	45 000 / 1	+1 F 000 /	
7	Chakkaphong	Worked	\$5,000/month	\$15,000/month	
7	Laebua	for			
0		Global			
8		for			
		twenty-			
9		two			
		months of			
10		which			
		four were			
11		at the			
		Grower			
12		Defendant			
		orchards.			
13		Total:	\$20,000.00	\$60,000.00	\$80,000.00
14	Arwuth	Worked	\$5,000/month	\$15,000/month	
	Lainok	for			
15		Global			
		for			
16		twenty-			
		four			
17		months of			
		which			
18		four were			
		at the			
19	1.1	ac ciic	1		1
		Grower			
		Grower			
		Defendant			
20		Defendant orchards.	\$20,000,00	\$60,000,00	\$80,000,00
		Defendant	\$20,000.00	\$60,000.00	\$80,000.00
20	Manit Lenol	Defendant orchards. Total:			\$80,000.00
20	Manit Lepol	Defendant orchards. Total: Worked	\$5,000/month	\$15,000/month	\$80,000.00
20	Manit Lepol	Defendant orchards. Total: Worked for	\$5,000/month Plus \$2,500	\$15,000/month Plus \$7,500	\$80,000.00
20 21	Manit Lepol	Defendant orchards. Total: Worked for Global	\$5,000/month Plus \$2,500 for one-day	\$15,000/month Plus \$7,500 for one-day	\$80,000.00
20 21 22	Manit Lepol	Defendant orchards. Total: Worked for Global for	\$5,000/month Plus \$2,500 for one-day of police	\$15,000/month Plus \$7,500 for one-day of police	\$80,000.00
20 21 22	Manit Lepol	Defendant orchards. Total: Worked for Global for nineteen	\$5,000/month Plus \$2,500 for one-day	\$15,000/month Plus \$7,500 for one-day	\$80,000.00
20 21 22 23	Manit Lepol	Defendant orchards. Total: Worked for Global for nineteen months of	\$5,000/month Plus \$2,500 for one-day of police	\$15,000/month Plus \$7,500 for one-day of police	\$80,000.00
20 21 22 23 24	Manit Lepol	Defendant orchards. Total: Worked for Global for nineteen months of which	\$5,000/month Plus \$2,500 for one-day of police	\$15,000/month Plus \$7,500 for one-day of police	\$80,000.00
20 21 22 23	Manit Lepol	Defendant orchards. Total: Worked for Global for nineteen months of which nine were	\$5,000/month Plus \$2,500 for one-day of police	\$15,000/month Plus \$7,500 for one-day of police	\$80,000.00
20 21 22 23 24 25	Manit Lepol	Defendant orchards. Total: Worked for Global for nineteen months of which nine were at the	\$5,000/month Plus \$2,500 for one-day of police	\$15,000/month Plus \$7,500 for one-day of police	\$80,000.00
20 21 22 23 24	Manit Lepol	Defendant orchards. Total: Worked for Global for nineteen months of which nine were	\$5,000/month Plus \$2,500 for one-day of police	\$15,000/month Plus \$7,500 for one-day of police	\$80,000.00

1		Defendant			
2		orchards. Total:	\$47,500.00	\$142,500.00	\$190,000.00
			, , , , , , , , , , , , , , , , , , , ,	, , , , , , , , , , , , , , , , , , , ,	, , , , , , , , , , , , , , , , , , , ,
3	Praphan	Worked	\$5,000/month	\$15,000/month	
4	Lomajan	for			
4		Global for			
5		twenty-			
		two			
6		months of			
_		which			
7		eight			
8		were at			
		Grower			
9		Defendant			
10		orchards.			
10		Total:	\$40,000.00	\$120,000.00	\$160,000.00
11	Pornchai	Worked	\$5,500/month	\$15,000/month	
	Mangsa	for	because of	\$15,000/monen	
12		Global	physical		
13		for	symptoms		
13		twenty-			
14		seven months of			
		which			
15		three			
1 6		were at			
16		the			
17		Grower Defendant			
		orchards.			
18		Total:	\$16,500.00	\$45,000.00	\$61,500.00
19					
±9	Phaibun	Worked	\$5,000/month	\$15,000/month	
20	Manisaeng	for			
		Global for			
21		twenty-			
		two			
22		months of			
23		which two			
		were at the			
24		Grower			
<u> </u>		Defendant			
25		orchards.			
26		Total:	\$10,000.00	\$30,000.00	\$40,000.00

Nookra	Worked	\$5,000/month	\$15,000/month	
Matwiset	for	- ,	,,	
	Global			
	for			
	fifteen			
	months of			
	which			
	five were			
	at the			
	Grower			
	Defendant			
	orchards.			
	Total:	\$25,000.00	\$75,000.00	\$100,000.00
Twaee Metha	Worked	\$5,000/month	\$15,000/month	
	for			
	Global			
	for eight			
	months			
	all at			
	the			
	Grower			
	Defendant			
	orchards.			
	Total:	\$40,000.00	\$120,000.00	\$160,000.00
		7 7	1/	4=00,000
Detnarong	Worked	\$5,500/month	\$16,000/month	
Nuansri	for	Damages more	Damages more	
	Global	due to	due to	
	for four	having been	having been	
	months	hit with	hit with	
	all at	cane and	cane and	
	the	physical	physical	
	Grower	problems	problems	
	Defendant			
	orchards.	400 000 00	464 000 00	406 000 00
	Total:	\$22,000.00	\$64,000.00	\$86,000.00
Weeraphan	Worked at	\$5,000/month	\$15,000/month	
Panyasen	Global	, , , , , , , , , , , , , , , , , , , ,	, = 2 , 3 0 0 ,	
- 311/ 45011	for nine			
	months			
	all at			
	the			
	Grower			
	Defendant			
	orchards.			
				1
	Total:	\$45,000.00	\$135,000.00	\$180,000.00
Dhá sha	Total:			\$180,000.00
Phichet Phanthasri		\$45,000.00 \$5,000/month	\$135,000.00 \$15,000/month	\$180,000.00

	Global	Plus \$2,500	Plus \$7,500	
	for	for one day	for one day	
		_	_	
	twenty-	of police	of police	
	six	detention	detention	
	months of			
	which ten			
	were at			
	the			
	Grower			
	Defendant			
	orchards.			
	Total:	\$52,500.00	\$157,500.00	\$210,000.00
Bunhom	Worked			
Philuk	for			
	Global			
	for			
	fifteen			
	months of			
	which <u>six</u>			
	days were			
	at the			
	Grower			
	Defendant			
	orchard.			1
	Total:	\$1,000.00	\$3,000.00	\$4,000.00
_				
Saiyan	Worked	\$5,000/month	\$15,000/month	
Photong	for			
	Global			
	for			
	twenty-			
	three			
	months of			
	which two			
	were at			
	the			
	Grower			
	Defendant			
	orchards.	410 000 00	420 000 00	640 000 00
	Total:	\$10,000.00	\$30,000.00	\$40,000.00
Saharat	Worked	\$5,000/month	\$15,000/month	
		33,000/monch	\$15,000/monch	
Prasertang	for			
	Global			
	for			
	twenty-			
	six			
	months of			
	which			
	seven			1
	ı.	•		

1		were at			
2		the Grower			
3		Defendant orchards.			
		Total:	\$35,000.00	\$105,000.00	\$140,000.00
4	Suthat	Worked	άΓ 000 /··· la	41 F 000 / + la	
5	Promnonsri	for	\$5,000/month Plus \$2,500	\$15,000/month Plus \$7,500	
_		Global	for one day	for one day	
6		for twenty-	of police detention	of police detention	
7		five	decentron	decentron	
8		months of			
0		which eight			
9		were at			
10		the Grower			
- 0		Defendant			
11		orchards.			
12		Total:	\$42,500.00	\$127,500.00	\$170,000.00
	Supap	Worked	\$5,000/month	\$15,000/month	
13	Promson	for			
14		Global for			
1 -		fifteen			
15		months of which			
16		nine were			
17		at the			
1/		Grower Defendant			
18		orchards.			
19		Total:	\$45,000.00	\$135,000.00	\$180,000.00
	Prachon	Worked	\$5,000/month	\$15,000/month	
20	Ratanarak	for	, , , , , , , , , , , , , , , , , , ,	,, morror	
21		Global for			
		twenty-			
22		six			
23		months of which			
24		seven			
4		were at the			
25		Grower			
26		Defendant			
20	H	orchards.			

	Total:	\$35,000.00	\$105,000.00	\$140,000.00
Saiam Rodpham	Worked for Global for twenty- seven months of which two were at the Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$10,000.00	\$30,000.00	\$40,000.00
Aran Saengvan	Worked for Global for fourteen months of which three were at the Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$15,000.00	\$45,000.00	\$60,000.00
Bunthai Sareewong	Worked for Global for twenty- nine months of which three were at the Grower Defendant orchard. Total:	\$5,000/month	\$15,000/month	\$60,000.00
Thanit Sriboran	Worked for Global	\$5,000/month	\$15,000/month	

_		Т _	1		
1		for			
		twenty-			
2		seven			
_		months of			
3		which			
4		seven were at			
4		the			
5		Grower			
		Defendant			
6		orchards.			
		Total:	\$35,000.00	\$105,000.00	\$140,000.00
7			, ,	1,	, , , , , , , , , , , , , , , , , , , ,
	Narong	Worked	\$5,000/month	\$15,000/month	
8	Srinongkhot	for	Plus \$2,500	Plus \$7,500	
		Global	for one day	for one day	
9		for	of police	of police	
		twenty-	detention	detention	
10		three			
11		months of			
11		which			
12		nine were			
12		at Grower Defendant			
13		orchards.			
		Total:	\$47,500.00	\$142,500.00	\$190,000.00
14		10001	71/30000	7212/300000	7250,00000
	Jantha	Worked	\$5,000/month	\$15,000/month	
15	Sripakho	for			
	_	Global			
16		for seven			
		months			
17		all at			
1.0		Grower			
18		Defendant			
19		orchards.	425 000 00	4105 000 00	4140 000 00
-		Total:	\$35,000.00	\$105,000.00	\$140,000.00
20	Somphong	Worked	\$5,000/month	\$15,000/month	
	Suebphang	for	ρο, υυυ/ IIIOIILII	γτο, υυυ/ montcn	
21	Bueppilarig	twenty-			
		two			
22		months			
		for			
23		Global of			
_		which			
24		three			
25		were at			
۷۵		Grower			
26		Defendant			
26					

	Total:	\$15,000.00	\$45,000.00	\$60,000.00
	10001.	¥237000.00	4137000.00	700700000
Bunthang Surivong	Worked for Global for twenty- nine months of which eight were at Grower Defendant orchards.	\$5,000/month Plus \$2,500 for one day of police detention	\$15,000/month Plus \$7,500 for one day of police detention	
	Total:	\$42,500.00	\$127,500.00	\$170,000.00
	10041.	712,000.00	712,7500.00	72,0,000.00
Radchawee Suwansing	Worked for Global for fifteen months of which eight were at the Grower Defendant orchards.	\$5,000/month Plus \$2,500 for one day of police detention	\$15,000/month Plus \$7,500 for one day of police detention	
	Total:	\$42,500.00	\$127,500.00	\$170,000.00
Anan Tawan	Worked eight months for Global of which three were at Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$15,000.00	\$45,000.00	\$60,000.00
Mongkhonsak Thanakhun	Worked for Global for twenty- six	\$5,000/month Plus \$2,500 for one day of police detention	\$15,000/month Plus \$7,500 for one day of police detention	

1		months of			
2		which eight			
3		were at			
3		Grower Defendant			
4		orchards.			
5		Total:	\$42,500.00	\$127,500.00	\$170,000.00
	Natthachai	Worked	\$5,000/month	\$15,000/month	
6	Thatkaeo	for Global			
7		for			
8		twenty- three			
		months of			
9		which three			
10		were at			
11		Grower			
11		Defendant orchards.			
12		Total:	\$15,000.00	\$45,000.00	\$60,000.00
13	Praiwan	Worked	\$5,000/month	\$15,000/month	
14	Thongbai	for	, , , , , , , , , , , , , , , , , , , ,	4_0,000,000	
14		Global for nine			
15		months of			
16		which five were			
1 77		at Grower			
17		Defendant orchards			
18		Total:	\$25,000.00	\$75,000.00	\$100,000.00
19	Thinnakorn	Worked	\$5,000/month	\$15,000/month	
20	Thongkham	for	\$5,000/monen	713,000/monen	
۷∪		Global for			
21		twelve			
22		months of which six			
		were at			
23		Grower Defendant			
24		orchards.			
25		Total:	\$30,000.00	\$90,000.00	\$120,000.00
	Anurat	Worked	\$5,000/month	\$15,000/month	
26	Truatnok	for	φ5,000/mOnti	βI3,000/mOHUH	
1		1		1	

1		Global			
		for			
2		twenty-			
		six			
3		months of			
.		which			
4		eight			
_		were at			
5		Grower Defendant			
6		orchards.			
0		Total:	\$40,000.00	\$120,000.00	\$160,000.00
7		iocai.	\$40,000.00	Ş120,000.00	\$100,000.00
,	Somesak	Worked	\$5,000/month	\$15,000/month	
8	Wongkaeo	for	φ5,000/monen	ψ13,000/monen	
		Global			
9		for			
		twenty-			
10		two			
		months of			
11		which			
1.0		three			
12		were at			
13		Grower Defendant			
13					
		Lorchards			
14		orchards.	\$15,000,00	\$45,000,00	\$60,000,00
14		orchards. Total:	\$15,000.00	\$45,000.00	\$60,000.00
14 15	Athip	Total:			\$60,000.00
15	Athip Wongsanoa		\$15,000.00 \$5,000/month	\$45,000.00 \$15,000/month	\$60,000.00
	_	Total: Worked			\$60,000.00
15 16	_	Total: Worked for Global for			\$60,000.00
15	_	Total: Worked for Global for twelve			\$60,000.00
15 16 17	_	Worked for Global for twelve months of			\$60,000.00
15 16	_	Worked for Global for twelve months of which			\$60,000.00
15 16 17 18	_	Worked for Global for twelve months of which three			\$60,000.00
15 16 17	_	Worked for Global for twelve months of which three were at			\$60,000.00
15 16 17 18	_	Worked for Global for twelve months of which three were at Grower			\$60,000.00
15 16 17 18	_	Worked for Global for twelve months of which three were at Grower Defendant			\$60,000.00
15 16 17 18	_	Worked for Global for twelve months of which three were at Grower Defendant orchards.	\$5,000/month	\$15,000/month	
15 16 17 18 19 20 21	_	Worked for Global for twelve months of which three were at Grower Defendant			\$60,000.00
15 16 17 18 19 20	_	Worked for Global for twelve months of which three were at Grower Defendant orchards.	\$5,000/month	\$15,000/month	
15 16 17 18 19 20 21 22	Wongsanoa	Worked for Global for twelve months of which three were at Grower Defendant orchards. Total:	\$5,000/month	\$15,000/month	
15 16 17 18 19 20 21	Wongsanoa	Worked for Global for twelve months of which three were at Grower Defendant orchards. Total: Worked for Global	\$15,000.00 \$15,000.00 \$5,000/month Plus \$2,500 for one day	\$15,000/month \$45,000.00 \$15,000/month Plus \$7,500 for one day	
15 16 17 18 19 20 21 22 23	Wongsanoa	Worked for Global for twelve months of which three were at Grower Defendant orchards. Total: Worked for Global for	\$15,000.00 \$15,000.00 \$5,000/month Plus \$2,500 for one day of police	\$15,000/month \$45,000.00 \$15,000/month Plus \$7,500 for one day of police	
15 16 17 18 19 20 21 22	Wongsanoa	Worked for Global for twelve months of which three were at Grower Defendant orchards. Total: Worked for Global for twenty-	\$15,000.00 \$15,000.00 \$5,000/month Plus \$2,500 for one day	\$15,000/month \$45,000.00 \$15,000/month Plus \$7,500 for one day	
15 16 17 18 19 20 21 22 23 24	Wongsanoa	Worked for Global for twelve months of which three were at Grower Defendant orchards. Total: Worked for Global for twenty- six	\$15,000.00 \$15,000.00 \$5,000/month Plus \$2,500 for one day of police	\$15,000/month \$45,000.00 \$15,000/month Plus \$7,500 for one day of police	
15 16 17 18 19 20 21 22 23	Wongsanoa	Worked for Global for twelve months of which three were at Grower Defendant orchards. Total: Worked for Global for twenty- six months of	\$15,000.00 \$15,000.00 \$5,000/month Plus \$2,500 for one day of police	\$15,000/month \$45,000.00 \$15,000/month Plus \$7,500 for one day of police	
15 16 17 18 19 20 21 22 23 24	Wongsanoa	Worked for Global for twelve months of which three were at Grower Defendant orchards. Total: Worked for Global for twenty- six	\$15,000.00 \$15,000.00 \$5,000/month Plus \$2,500 for one day of police	\$15,000/month \$45,000.00 \$15,000/month Plus \$7,500 for one day of police	

1		Grower			
0		Defendant			
2		orchards.	d42 F00 00	d127 F00 00	d170 000 00
3		Total:	\$42,500.00	\$127,500.00	\$170,000.00
	Pradit	Worked	\$5,000/month	\$15,000/month	
4	Yimsangog	for	γ3 / 0 0 0 / morreri	VI3/000/monen	
		Global			
5		for			
6		sixteen			
O		months of which six			
7		were at			
		Grower			
8		Defendant			
		orchards			
9		Total:	\$30,000.00	\$90,000.00	\$120,000.00
10	Chuangchot	Worked	\$5,000/month	\$15,000/month	
· [Muad Otton	for	Plus \$2,500	Plus \$7,500	
11		Global	for one day	for one day	
1.0		for	of police	of police	
12		twenty-	detention	detention	
13		seven months of			
		which			
14		seven			
		were at			
15		Grower			
16		Defendant			
10		orchards. Total:	\$37,500.00	\$112,500.00	\$150,000.00
17		TOCAL:	\$37,300.00	\$112,500.00	\$150,000.00
	Suwit	Worked	\$5,000/month	\$15,000/month	
18	Mikaeob	for	Plus \$2,500	Plus \$7,500	
19		Global	for one day	for one day	
19		for	of police	of police	
20		twenty- eight	detention	detention	
		months of			
21		which			
0.0		seven			
22		were at			
23		Grower			
		Defendant orchards.			
24		Total:	\$37,500.00	\$112,500.00	\$150,000.00
			70.,300.00	7,000.00	1
25	Apichat	Worked	\$5,000/month	\$15,000/month	
26	Peayer	for			
		Global			

	_				
1		for			
2		sixteen			
۷		months of which			
3		seven			
5		were at			
4		Grower			
_		Defendant			
5		orchards.			
		Total:	\$35,000.00	\$105,000.00	\$140,000.00
6					
_	Samian	Worked	\$5,000/month	\$15,000/month	
7	Hanchat	for			
0		Global			
8		for			
9		twenty-			
ا		two months of			
10		which			
-		four were			
11		at Grower			
		Defendant			
12		orchards.			
		Total:	\$20,000.00	\$60,000.00	\$80,000.00
13					
14	Sathaporn	Worked	\$5,000/month	\$15,000/month	
14	Kongkaew	for			
15		Global			
		for nine months of			
16		which			
		three			
17		were at			
		Grower			
18		Defendant			
1.0		orchards.			
19		Total:	\$15,000.00	\$45,000.00	\$60,000.00
20	g	1 -	45 000 /	415 000/	
20	Suraphon	Worked	\$5,000/month	\$15,000/month	
21	Suwanna	for			
		Global for			
22		twelve			
		months of			
23		which			
		seven			
24		were at			
25		the			
45		Grower			
26		Defendant			
_		orchards.			

	Total:	\$35,000.00	\$105,000.00	\$140,000.00
Meechok Chanphut	Worked for Global for twenty- eight months of which eight were at Grower Defendant orchards.	\$5,000/month Plus \$2,500 for one day of police detention	\$15,000/month Plus \$7,500 for one day of police detention	
	Total:	\$42,500.00	\$127,500.00	\$170,000.00
Thanasack Nidkratok	Worked for Global for twenty- three months of which two were at Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$10,000.00	\$30,000.00	\$40,000.00
Watcharepong Kaewkasee	Worked for Global for twenty- six months of which five were at Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$25,000.00	\$75,000.00	\$100,000.00
Wichit Srimart	Worked for Global for twenty-	\$5,000/month	\$15,000/month	

	months of			
	which two			
	were at			
	Grower			
	Defendant			
	orchards.	410 000 00	****	****
	Total:	\$10,000.00	\$30,000.00	\$40,000.00
Chairat	Worked	\$5,000/month	\$15,000/month	
		\$5,000/111011111	\$15,000/111011111	
Srinakrung	for			
	Global			
	for			
	nineteen			
	months of			
	which two			
	were at			
	Grower			
	Defendant			
	orchards.			
	Total:	\$10,000.00	\$30,000.00	\$40,000.00
		7=0,00000	70070000	7 - 0 / 0 0 0 0 0 0
Anukorn	Worked	\$5,000/month	\$15,000/month	
Srijan	for			
~ = _ 5 •	Global			
	for seven			
	months			
	all at			
	the			
	Grower			
	Defendant			
	orchards.			
	Total:	\$35,000.00	\$105,000.00	\$140,000.00
	<u> </u>	1.7	1.4 7 006 :	
Laphit	Worked	\$5,000/month	\$15,000/month	
Khodthan	for			
	Global			
	for five			
	months			
	all at			
	Grower			
	Defendant			
	Loraborda			
	orchards. Total:	\$25,000.00	\$75,000.00	\$100,000.00

///

1	Accordingly, IT IS HEREBY ORDERED:
2	1. The EEOC's Motion for Default Judgment Against Defendant
3	Global Horizons, Inc. d/b/a Global Horizons Manpower, Inc.,
4	ECF No. 619, is GRANTED.
5	2. The Clerk's Office is to enter default judgment in the EEOC's
6	favor against Global Horizons for: Seven Million, Six Hundred
7	Fifty-Eight Thousand, Five Hundred Dollars (7,658,500.00).
8	3. All pending motions and hearings are STRICKEN.
9	4. This file shall be CLOSED .
LO	IT IS SO ORDERED. The Clerk's Office is directed to enter this
L1	Order and provide copies to counsel.
L2	DATED this 26th day of April 2016.
L3	
4	s/Edward F. Shea
	EDWARD F. SHEA
L5	Senior United States District Judge
L6	
L7	
L8	
L9	
20	
21	
22	
23	
24	
25	
26	